

APPENDIX A

PERSONNEL APPENDIX

APPENDIX A

The provisions of this Appendix A are applicable to work under Contract DE-AC02-98CH10886 and costs incurred in accordance herewith shall be allowable costs.

APPENDIX A

PERSONNEL EXPENSES

UNDER ARTICLE 32 - ALLOWABLE COSTS

AND FIXED FEE

Brookhaven National Laboratory
Operated by
Brookhaven Science Associates

BROOKHAVEN NATIONAL LABORATORY

Contract No. DE-AC02-98CH10886

Appendix A - Personnel and Related Allowable Costs

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Brookhaven National Laboratory
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BROOKHAVEN NATIONAL LABORATORY

Contract No. DE-AC02-98CH10886

I. INTRODUCTION

This Personnel Appendix sets forth those Contractor human resource management practices, policies, procedures and employee-related costs (i.e., salaries, fringe benefits, travel, relocation, etc.) deemed reasonable and allowable for reimbursement when incurred in the performance of the Contract work.

The Contractor shall select, hire, manage, and direct the work force. The Contractor shall use effective management review procedures and internal controls to assure that all costs are allowable and that actions which require prior approval of the Department of Energy are reviewed and approved prior to incurrence of cost.

Either party may request that this Personnel Appendix be revised and the parties hereto agree to give consideration in good faith to any such request. By September 30, 1998, the new Contractor is expected to review the current BNL HR programs to ensure that they support the DOE mission, promote work force excellence, champion work force diversity, and achieve effective cost management performance. Any proposed changes to benefits covered under the existing Personnel Appendix would be subject to DOE approval. Any proposed changes to benefits covered under the existing bargaining agreements would be subject to bargaining under the terms of the applicable agreement. It is understood that the Contractor may propose to restructure the Personnel Appendix consistent with current efforts to eliminate requirements for approvals of internal policies and procedures. Revisions to the Personnel Appendix shall be accomplished by executing a Reimbursement Authorization, as approved by the Department of Energy. When revisions to this Personnel Appendix are agreed upon, revised pages will be issued reflecting such changes and will bear the effective date of such changes and the Reimbursement Authorization number in the upper right-hand corner of each page.

The Personnel Appendix is adopted for the exclusive benefit and convenience of the parties hereto, and nothing contained herein shall be construed as conferring any right or benefit upon past, present, or future employees of the Contractor, or upon any other third party, except as otherwise provided for in this contract/appendix.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in this Appendix to the Contracting Officer or other parties identified by the Contracting Officer. The Contractor and the Department of Energy recognize that other data requests may be made from time to time and the parties agree to cooperate in meeting such requests.

APPENDIX A

DEFINITIONS

APPENDIX A

II. DEFINITIONS

For clarity and consistency of meaning and intent, the following terms should be defined for use in the Appendix:

Basic Rate. An individual's established salary or wage rate, exclusive of any premium payments.

Eligible part-time employee. A regular employee who is regularly scheduled to work 20 or more hours but less than 40 hours per week.

Employee. A person employed by the Laboratory to carry out work under Contract DE-AC02-98CH10886.

Exempt employee. An employee exempt from the provisions of the Fair Labor Standards Act.

Full-time employee. An employee who is regularly scheduled to work at least 40 hours per week.

Nonexempt employee. An employee subject to the provisions of the Fair Labor Standards Act.

Overtime pay. Payment, in addition to straight time, for any hours worked in excess of 40 hours within a payroll week for all nonexempt employees and, in addition, for weekly employees for hours in excess of eight hours in any workday.

Part-time employee. An employee who is scheduled to work less than 40 hours per week.

Regular employee. An employee whose employment is intended to extend beyond three months.

Salary Adjustment. Any change in the basic rate of pay other than an increase for merit, reclassification, or promotion.

Service. Except as provided below, employment with the Contractor from date of hire. Unpaid leaves of absence will not be counted. Prior service will not be credited if there has been a break in service over three years, or as otherwise

specified in this Appendix. Those employees transferring to Brookhaven Science Associates (BSA) from the State University of New York at Stony Brook (USB), Research Foundation of State University of New York, Battelle Memorial Institute, or Associated Universities, Inc. or the subsidiaries or affiliates of these organizations shall receive credit for their service in any of those organizations when determining total BSA service. There shall be no transfers of money or liability with respect to any benefit plans when any such transfers occurs.

Straight-time Rate. An individual's basic rate plus any applicable shift differential.

Temporary employee. An employee who is employed for a period not to exceed three months. Notwithstanding the foregoing definitions of a "regular employee" and a "temporary employee," a person appointed to a position with the laboratory as research assistant, research collaborator, technical collaborator, or visiting scientist shall be considered a temporary employee, except to the extent otherwise specified by the terms of his/her appointment.

Termination. Resignation, discharge, layoff, retirement, death or removal from payroll because of a disability.

Workday (for an employee). The period of 24 hours, commencing with the time the employee commences work.

Workweek (for an employee). The period extending from Sunday midnight to the following Sunday midnight.

Where it is stated herein that an action may be taken, the word "may" shall be construed to mean that the taking of such action, in whole or in part, is discretionary with the Laboratory.

APPENDIX A

PAY POLICIES

Brookhaven National Laboratory
Operated by
Brookhaven Science Associates

Brookhaven National Laboratory

Contract No. DE-AC02-98CH10886

Appendix A - Salaries and Wages

1. Salary and Wage Administration

a. General Provisions

The objective of the compensation administration program is to (1) provide a level of compensation which, within available funds, attracts, motivates and assures an efficient and technically competent work force; (2) provide an accurate and valid salary comparison to the labor markets in which the organization competes; (3) reflect the worth of each position to the organization; and (4) relate salary and wage rates of the employees under the contract to performance.

In establishing or modifying compensation levels, the Contractor will be guided by the following considerations:

- (1) The Contractor is a competitor in the local labor market area for most nonexempt salaried personnel and will adopt and maintain compensation levels and benefit policies and practices relative to other comparable employers in the area where the Contractor operates and competes for labor under this contract.
- (2) The Contractor recruits most of its exempt personnel from regional and national labor markets. Accordingly, compensation and benefit levels will be commensurate and relative to comparable positions in the industries, academic communities, and employment markets in which the Contractor operates and competes for labor under this contract. When local survey information indicates variance from regional or national norms, this will also be considered.

- (3) The Contractor will use its best efforts to comply with any special compensation policies established by the Secretary of Energy affecting contractors.
- (4) The Contractor, during the term of the contract, will conform to the Secretary of Energy's prohibition on recouping market position lost as a result of the FY 1994 salary freeze.

Future major modifications to compensation program policies affecting reimbursable costs shall be submitted to the Contracting Officer for approval and shall not be binding for reimbursement purposes until approved by the Contracting Officer. Other modifications shall be submitted to the Contracting Officer for information.

The Contractor shall establish and maintain a method for documenting time and attendance records which will form the basis for all pay and leave computations.

The Laboratory will provide DOE with periodic salary and wage reports as may be required in connection with the Laboratory's salary and wage program.

Until the compensation program is approved, all changes to annual salaries over \$80,000 will require DOE approval. DOE will not reimburse the compensation of any individual in excess of \$225,000 per year. After approval, only the salaries of the Director and the Deputy Director will require DOE approval. Required justification information for salaries of the Director and the Deputy Director shall include information in support of mission goals, Department business lines, size of budget, number of employees supervised, education and experience, Brookhaven National Laboratory background data which supports the proposed salary, an evaluation of performance, and internal and external comparative data where available.

Any commitments made and any salary increases granted to employees regarding compensation actions prior to Contracting Officer approval, shall not be allowable unless the Contracting Officer determines otherwise.

b. Salary Increase Fund

Each year, in accordance with the Contractor's policies and procedures, the Contractor will develop and justify a Salary Increase Fund Proposal for Department of Energy approval. This proposal will address the state of the Laboratory's work force relative to labor markets, general economic conditions, competency, productivity, efficiency, retention and diversity.

A major component of the Salary Increase Fund is the measurement of the Laboratory against national and local surveys. The surveys, including DOE-sponsored surveys, area rates, and other criteria as may be pertinent to the establishment of proposed salaries for each occupational group; i.e., scientist and engineer, professional, administrative, technical, and clerical will be listed for the Contracting Officer. The proposal should include data which measures average pay to market pay; information regarding surveys; aging factors used in escalating survey data; projection of escalation in the market and supporting information; and analysis to support special adjustment requests. The object of the fund is to attract and retain a technically competent, productive and efficient work force. Each component of the fund, i.e., merit, promotion, adjustment, reclassification, and, if used, performance incentives, shall be justified separately.

The fund is calculated as a percentage of payroll for each pay structure at the end of the prior salary year (expressed as an annualized amount) and shall be the maximum allowed for granting increases for employees based on merit, special adjustments, reclassification, promotions and, if used, special performance incentives.

All increases are charged to the fund on an annualized basis. Once an individual salary increase is charged to the fund, reuse of that amount, i.e., recovery, for any other purpose during the salary year is not authorized. If an individual terminates before receiving an increase, the portion of the fund allocated for that increase may remain in the fund.

The Contractor shall also provide, a copy of the annually developed salary increase guidelines prepared for supervisory use, indicating the parameters for granting various increases based on employee performance and current salary. Employees whose performance does not merit an increase will not be rewarded regardless of pay range position.

- c. Salary and wage schedules and job classifications are attached hereto as the following Schedules:

| | | |
|---------------|---|--|
| Schedule I | - | Management Schedule |
| Schedule I-A | - | Scientific Schedule |
| Schedule I-B | - | Engineers, Scientific Associates, and Computer Analysts Schedule |
| Schedule I-C | - | Administrative Salary Schedule |
| Schedule I-D | - | Technical Support/Supervisory Salary Schedule |
| Schedule II-A | - | Technical Wage Schedule |
| Schedule II-B | - | Clerical Wage Schedule |

All changes to the salary and wage schedules attached hereto shall require Contracting Officer approval. In addition, the Laboratory will periodically provide an updated listing of all job classifications.

2. Job Evaluation

The contractor has developed and maintains a formal job evaluation system which evaluates duties of positions consistent with the external and internal value of jobs and

places them in a grade in the appropriate schedule. All job evaluations shall be reviewed in a systematic manner over a five year period. All job evaluations for newly created positions shall be completed prior to an offer being made to a selected employee.

Job descriptions and the basis for evaluation shall be made available for Contracting Officer review upon request.

3. Grades and Rate Ranges

Salary ranges with a minimum, midpoint, where appropriate, and maximum for each job grade have been established and approved in accordance with the Contractor's policies and procedures. Any changes in the rate ranges will be approved in advance by the Contracting Officer.

4. Basis of Payment

a. A full-time nonexempt employee is paid on:

(i) a weekly basis, the rate representing compensation for five regularly scheduled eight-hour days in each workweek, or;

(ii) a monthly basis, the rate representing compensation for all hours worked in a calendar month except as otherwise provided in this Appendix A.

b. A full-time exempt employee is paid a monthly salary as full compensation for all work performed regardless of the hours actually worked, except as otherwise provided in this Appendix A. However, it is considered that the regular weekly work schedule will be 40 hours.

c. A part-time employee is paid on the basis established by the terms of his/her employment or appointment.

5. Performance Evaluation System

The contractor shall maintain an effective performance evaluation system which appraises each employee on an annual basis against performance criteria appropriate to specific job requirements and job level.

6. Overtime

a. Nonexempt employees

A nonexempt employee may be paid at 1-1/2 times his/her regular base rate for all emergency work, for all work performed in excess of forty hours in any workweek, and in the case of an hourly or weekly employee, for all work performed in excess of eight hours in any workday, except that when a weekly employee is granted, at his/her request, a variation in the time of his scheduled work, the calendar day (midnight to midnight) may be considered a workday. For the purpose of computing premium pay under this section for monthly nonexempt employees, holidays may be counted as time worked. A nonexempt employee may be paid at 1-1/2 times his/her regular base rate for all hours worked on the first of his/her scheduled days off in any workweek and at two times his/her regular base rate for work performed on the second of his/her scheduled days off in any workweek.

A nonexempt employee required to work more than twelve hours within a period of twenty-four consecutive hours may be paid at two times his/her regular base rate for all hours so worked in excess of twelve. A nonexempt employee required to work more than sixteen consecutive hours may be paid at two times his/her regular base rate for all hours so worked in excess of sixteen. A nonexempt employee who has worked a continuous period of sixteen hours or more shall be entitled to an eight-hour rest period before returning to work. If this eight-hour period extends into the employee's regular work schedule, the employee shall be paid at straight time for the hours extending into the employee's regular work schedule.

If a nonexempt employee at the direction of the Laboratory performs emergency work or performs work on either of his/her scheduled days off, and the overtime payment for such work amounts to less than four hours' pay at his/her regular base rate, the employee may be paid four hours' pay at his/her regular base rate, (plus shift premium, if any) for such work. A weekly employee who is required to work beyond his/her scheduled hours may be guaranteed a minimum of one hour's pay at his/her base rate for the overtime work.

The Laboratory operating procedures for regularly scheduled shifts shall be submitted to DOE for information. The Laboratory will also provide the Contracting Officer with an semi-annual report on overtime usage to include total hours and cost of overtime, the total hours and cost of overtime as a percentage of straight-time hours and straight-time cost.

b. Emergency Work - Nonexempt Employees

Work scheduled on less than 36 hours' notice or resulting from a change in schedule made on less than 36 hours' notice is considered emergency work. The time spent by an employee in travel (including travel between home and duty station) required by emergency work is considered as time worked.

c. Exempt Employees

Certain exempt employees who, because of extraordinary circumstances, are required by the Laboratory to work (i) an extended work schedule or (ii) an extended workweek may be paid a premium for such work in accordance with the following schedule:

- (1) Exempt employees whose regular annual salary is \$50,000 or less may be paid at a rate of time and one-half for all hours worked in excess of 40 hours per week.
- (2) Exempt employees whose regular annual salary is in excess of \$50,000 may be paid, in addition to their regular salary, at their straight time rate for all hours worked in excess of 40 hours per week.

For the purpose of determining hours worked and calculating payments (under other provisions hereof) based on hours worked, exempt employees on an extended work schedule or an extended workweek may be considered nonexempt employees.

An extended work schedule means work assigned by the Laboratory in excess of 40 hours per week for a period of up to four consecutive weeks. An extended work-week means work regularly scheduled by the Laboratory, in excess of 40 hours per week, for a period in excess of four consecutive weeks.

7. Shift Premiums

a. Weekly Employees

The Laboratory may pay to weekly employees a shift premium of 15 percent of earned pay (regular base pay, plus overtime and holiday premium pay where applicable) for hours worked between 4 p.m. and 8 a.m. of the following day, provided that the shift premium payable to an employee for four hours or less of overtime which immediately follows regularly scheduled work or 20 minutes or less of work immediately preceding his/her regular eight-hour shift may be the same as the shift premium, if any, paid to him/her for such regular scheduled work.

b. Monthly Exempt and Nonexempt Employees

A monthly employee working as an assigned member of a regularly scheduled shift operation may be paid a premium of up to 15 percent of base pay. The premium may be considered a part of regular base pay for the purposes of paying leave (such as vacation, sick leave, military duty leave) taken during such assignment. Excluded are: scientific staff members, supervisors of Police and Fire Captains, supervisors of Operations Engineers, supervisors of Reactor Shift Supervisors, and supervisors on an equivalent level in other organizations.

8. Premium for Nonconsecutive Days Off

If an employee is assigned by the Laboratory to a schedule in which the employee's days off in any workweek are not consecutive, the employee may be paid for all work performed on the day immediately preceding his/her second non-scheduled day at time and one-half plus applicable shift premium, if any.

9. Schedule Change Premium

If a change in employee's schedule involves a change in the employee's day(s) off, and if the change was not announced before the start of the workweek in which the change became effective, the employee's original day(s) off may be deemed unchanged for the purpose of computing overtime.

10. Closing of the Laboratory

The Director, or his duly authorized designee, after consultation with the DOE Contracting Officer whenever possible, may order a closing of the Laboratory whenever he deems it in the best interest of the Laboratory to do so because of some emergency which is general in scope, as, for example, the imminent approach of a hurricane or blizzard or some onsite emergency of a serious nature.

An essential nonexempt employee who is required to work when the Laboratory is closed may be paid at 2 times his regular base rate for all regularly scheduled work performed during such period and may be paid at 2 1/2 times his regular base rate for all other work performed during such period.

11. Special Allowances

a. Reporting Allowance

A nonexempt employee who reports for scheduled work and who is prevented from working all or part of such scheduled work by conditions beyond his/her control, may be paid a reporting allowance up to the amount he would have received if such scheduled work had been performed. An employee who is late to work because of widespread fire, storm, or flood, or because of some other cause acceptable to the Laboratory and beyond the control of the employee, may be considered to have reported for work on time provided that he/she shall have reported for work during the first half of his/her scheduled shift.

b. Overtime Meal Period

A nonexempt employee working more than 10 consecutive hours may be allowed a 30-minute paid meal period. If due to operational requirements an employee is prohibited from taking the full 30-minute meal period, the lost meal time may, for pay purposes, be considered additional time worked.

12. Saturday and Sunday Premiums

A weekly nonexempt employee who actually performs work on a Saturday or Sunday at straight time rates is paid a premium equal to one hour's pay at his/her regular base rate for all work performed on a Saturday and a like premium for all work performed on a Sunday. These Saturday and Sunday premiums shall not be considered as part of "earned pay" for the purpose of computing the shift premium, if any, for such day.

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Appendix A - Vacations

1. Full-time monthly employees hired prior to October 1, 1995, accrue vacation credit at the rate of two working days for each month of service. Weekly employees who were hired prior to this date and are later promoted to monthly status will also accrue at this rate.
2. Full-time monthly employees hired after October 1, 1995, will accrue vacation credit based on the following schedule:

| <u>Length of Service</u> | <u>Rate of Accrual</u> |
|--------------------------|--|
| Less than 5 years | 1-1/2 working days for each month of service |
| 5 but less than 10 years | 1-3/4 working days for each month of service after 5th anniversary of employment |
| 10 or more years | 2 working days for each month of service after 10th anniversary of employment |

3. Full-time weekly employees accrue vacation credit based upon length of service as follows:

| <u>Length of Service</u> | <u>Rate of Accrual</u> |
|---------------------------|---|
| Less than 5 years | 1 working day for each month of service |
| 5 but less than 10 years | 1-1/4 working days for each month of service after 5th anniversary of employment |
| 10 but less than 15 years | 1-1/2 working days for each month of service after 10th anniversary of employment |
| 15 or more years | 2 working days for each month of service |

In addition, full-time weekly employees are given a one-time vacation credit of three working days on attaining the 10th anniversary of their employment with the Laboratory.

4. Eligible part-time employees are entitled to vacation credit on the same length-of-service basis as full-time employees. However, the credits given each month, or on the 10th anniversary in the case of weekly employees, are prorated according to their official work schedule.

No employee may carry over from one fiscal year to the next more than 31 working days of accrued vacation credit unless prevented by the Laboratory from taking his/her vacation. The Director may restore to any employee the vacation credit lost.

An employee on vacation or absent from work for personal reasons may be paid at this regular base rate against charge to his/her accrued vacation credit. The Laboratory may advance up to 10 days of vacation credit to an employee with at least three months of full-time employment.

If an employee is rehired, previous periods of three or more years continuous service will be counted in computing the vacation accrual rate.

Upon termination of an employee's employment by, or appointment with, the Laboratory, the Laboratory may pay all his/her accrued vacation credit to him/her, or, in the event of termination by death, to his/her spouse or estate. An employee granted a leave of absence may be paid his/her accrued vacation credit.

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Appendix A - Sick Leave

1. Wage Continuation

An employee absent on a scheduled workday due to illness or injury is paid at his/her regular base rate against charge to his/her sick leave credit. An employee may use up to five days of accrued sick leave in any calendar year to provide care to a spouse, parent or child.

2. Sick Leave Credit

Effective October 1, 1995, each full-time employee is granted 1-1/4 days of sick leave credit upon his/her first day of employment, and an additional 1-1/4 days on each subsequent first day of the month of full-time employment up to a maximum sick leave credit of 108 days at the end of any payroll reporting period. Each eligible part-time employee is also granted sick leave credit up to a 108-day maximum, but the rate of accrual is prorated according to the official work schedule of each such employee. Each temporary employee is granted 1-1/4 days sick leave credit on each subsequent first day of the month of full-time employment.

If an employee's illness extends over a continuous period in excess of 18 calendar days and of the employee's accumulated sick leave credit, the employee is granted additional sick leave credit up to a maximum of 12 days in any calendar year.

Whenever these allowances prove insufficient to provide payments in lieu of wages (or salary) to a sick or injured employee during the period of his/her incapacity, the Personnel Director may grant additional sick leave credit to each sick employee to provide payments in lieu of wages for whatever additional period may be necessary up to a maximum period of six calendar months.

Employees will be permitted a limited number of hours without loss of pay or charge to sick leave for doctor or dentist visits. Nonexempt employees will be limited to a maximum of eight hours per year and exempt employees will obtain supervisory approval consistent with Laboratory policy.

3. Supplemental Payments

Supplemental payments are made (on application) to a full-time employee and a eligible part-time employee for absences on scheduled workdays due to a disability covered by the New York State Disability Benefits Law in accordance with the following:

- a. When a full-time regular or eligible part-time employee has received covered sick leave pay for fewer than 26 weeks during the preceding 52 weeks and his/her sick leave credit is exhausted, supplemental payments at the rate currently required by the New York State Disability Benefits Law will be made for the number of weeks required to bring the combined total of covered sick leave pay and weeks of supplemental pay to 26.
- b. When a temporary full-time or other part-time employee has sick leave credit, the Laboratory will pay statutory benefits to which such employees are entitled under the New York State Disability Benefits Law up to a maximum of 26 weeks.
- c. When a temporary full-time or other part-time employee has no sick leave credit, the Laboratory will pay statutory benefits to which such an employee is entitled under the New York State Disability Law up to a maximum of 26 weeks.

5. Compensation Awards

In the event of an occupational illness or injury of an employee, the charge to his/her sick leave credit may be reduced to one half (1/2) day per day of absence. The employee's sick leave pay is deemed to include any Worker's Compensation Benefits to which the employee is entitled except:

- a. If a Worker's Compensation award exceeds the sick leave payments made the employee will receive the excess; and
- b. In the event the Laboratory is reimbursed from a compensation award for wages paid to the employee while absent as a result of a work-incurred injury, the Laboratory will restore sick leave credit to the employee up to extent of reimbursement.
- c. The combination of sick leave pay and compensation award payments shall not exceed one hundred percent (100%) of the employee's pay.

6. Application of Sick Leave

If an employee suffers illness or injury during his/her vacation, the period of his/her illness or injury may be charged against his/her accrued sick leave credit rather than his/her vacation credit. A holiday observed on a scheduled workday of an employee on sick leave will not be charged against his/her sick leave credit.

7. Terminated Employees

No employee will be paid for sick leave credit unused at the termination of his/her employment. However, the New York Disability Benefits Law requires payment of certain benefits to terminated employees who are or became disabled within a stated period. The Laboratory pays such benefits to terminated employees in accordance with such law.

8. Sick Leave Repurchase Plan for Nonexempt Employees

When the accrual of sick leave of a nonexempt employee for any monthly reporting period would cause his/her accumulated credit to exceed the 108 days' maximum credit allowable under 2-C-1, Paragraph 2, the excess shall be recorded to the employee's credit and paid for at the end of the calendar year at the rate of one day's pay for each four days so credited.

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Appendix A - Holidays

1. Holidays

The Laboratory designates 11-1/2 days in each calendar year as observed holidays. These holidays include:

| | |
|------------------|---------------------------|
| New Year's Day | Labor Day |
| Presidents' Day | Veterans' Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Friday after Thanksgiving |
| | Christmas Day |

Two additional holidays are designated by the Laboratory each year and announced during January of each year. In addition, the last four hours of scheduled work preceding the Christmas holiday are designated as a half-holiday. Holidays occurring on a Saturday are observed on Friday, and holidays occurring on a Sunday are observed on Monday.

With the approval of DOE, the Director may declare a "Special Holiday" at the Laboratory in response to a Presidential proclamation (e.g., the observance of a national day of mourning). The Laboratory will consider any closing of this nature as a holiday when computing pay for employees.

2. Holiday Pay

a. Weekly Employees

Each weekly employee who is excused from work on an observed holiday may be granted holiday pay equal to eight hours' pay at his/her regular base rate; if his/her scheduled day off falls on an observed holiday, he/she may accrue one additional day of vacation credit.

A weekly employee who is required to work on an observed holiday may be paid, in addition to eight hours holiday pay, at 1-1/2 times his/her regular base rate for the first eight hours and at 2-1/2 times his/her regular base rate for all hours in excess of eight hours worked in the holiday period.

If any such payment to an employee does not equal or exceed four hours' pay at his/her regular base rate, such employee may be paid in addition to holiday pay, four hours' pay at his/her regular base rate (plus shift premium, if any), for such holiday work.

b. Monthly Employees

A monthly nonexempt employee who is required to work on an observed eight hours holiday may be paid in addition to holiday pay, at one times his/her regular base rate for the first eight hours and at two times his/her regular base rate for all hours in excess of eight hours worked.

A monthly employee whose scheduled day off falls on an observed holiday shall accrue one additional day of vacation credit.

A monthly exempt employee who is required by the Laboratory to work on an observed holiday may accrue one additional day of vacation credit.

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Appendix A - Miscellaneous Leave With Pay

1. Death Leave

An employee may be allowed up to three days' absence with pay at his/her regular base rate for death in the immediate family--death of wife, husband, mother, father, daughter, son, sister, brother, grandmother, grandfather, mother-in-law, and father-in-law; and also any other family member residing in the household of the employee. An employee may be allowed one day of absence with pay at his/her regular base rate for death of any other family member other than the immediate family defined above.

2. Military Leave

An employee may be granted leave with pay not to exceed two calendar weeks per fiscal year for active training duty in the armed forces reserve of the United States. Pay allowed for such leave will not exceed the difference between the employee's base pay for the period of leave and his/her military pay (base plus service premium, but excluding allowances and Saturday and Sunday pay) for the same period.

An employee may be granted leave with pay not to exceed two calendar weeks for each tour of duty when required to serve on temporary duty in the armed forces reserve of the United States during civil disturbances or other similar emergencies. Pay allowed for such leave will not exceed the difference between the employee's base pay and his/her military pay excluding allowances for this same period.

3. Leave for Attendance at Court

An employee may be granted leave with pay for jury duty or for a court appearance where the Laboratory has an interest.

4. Voting Time

An employee may be granted necessary time off with pay in order to Vote on Election Day (as designated by law).

5. Bargaining Unit Activity

Pay for absences from work by employees acting in the capacity of union officers, union stewards and committeemen for time spent in handling grievances, negotiating with the Laboratory, and serving on labor management (Laboratory) committees, are allowable.

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Appendix A - Leave Without Pay

The Laboratory may grant leave without pay to an employee, without loss of his/her employee status, for such time and upon such terms and conditions as the Laboratory shall determine; provided, however, that in no case shall the vacation accrual of an employee on leave without pay for more than 15 consecutive calendar days in any one calendar year be based upon time spent on such leave in excess of 15 calendar days.

Brookhaven National Laboratory

Contract No. DE-AC02-98CH10886

Appendix A - Leave of Absence

1. Regular Leave of Absence

This nonpay status removes the employee from the active rolls of the Laboratory. All employees are eligible for leave for a period of up to one (1) year with an extension of up to an additional year upon approval of the Director of the Laboratory.

The Laboratory will make no retirement contributions. Group Health, Life and Long-Term Disability insurance based on normal salary will be continued, provided that the employee continues to pay the employee group insurance premium based on normal salary.

No sick leave or vacation credit is accrued, nor is there eligibility for holiday pay.

2. Part-Time Leave of Absence

All employees are eligible for leave for a period of up to one (1) year with an extension of up to an additional year upon approval of the Director of the Laboratory.

Laboratory retirement contributions based on the employee's normal salary will be continued. Group Health, Life and Long-Term Disability insurance based on normal salary will be continued, provided that the employee continues to pay the employee group insurance premium based on normal salary.

Salary and accrual of sick leave and vacation credit will be pro-rated according to the employee's schedule.

3. Professional Advancement Leave of Absence

Full-time staff members with the rank of Scientist or Senior Scientist are eligible. This type of leave is granted to further the scholarly pursuits or professional stature of the recipients and to increase the value of their further services to the Laboratory.

Leave credit accumulates at the rate of one month for each year of service (not including periods of leave) in the rank of Associate Scientist, Scientist, or Senior Scientist to a maximum of 12 months. The number of months of leave at full pay taken at any one time may not exceed the leave credit. The number of months of leave at half salary or nonsalaried leave taken at any one time may not exceed twice the leave credit, or 12 months, whichever is less.

Leave at full pay is not intended for teaching; part-time teaching is permitted on leave at half pay.

Laboratory retirement contributions based on the employee's full-time salary will be continued. Group Health, Life and Long-Term Disability insurance based on full-time salary will be continued, provided, that the employee continues to pay the employee group insurance premium based on full-time salary.

No sick leave or vacation credit is accrued.

In the case of employees on non-salaried leave of absence, the Laboratory may pay retirement and insurance premiums (both employer and employee shares) to the extent that they are not paid by the institution or organization providing the stipend, grant or fellowship.

4. Gradual Retirement

For scientific staff members, gradual retirement status may be granted after the employees 60th birthday for a period not to exceed five (5) years. At the end of the agreed period, the staff member agrees to retire from the Laboratory.

Laboratory retirement contributions based on the employee's full-time salary will be continued. Group Health, Life and Long-Term Disability insurance based on full-time salary will be continued, provided that the employee continues to pay the employee group insurance premium based on full-time salary.

Employees on gradual retirement affected by a layoff will receive termination pay in accordance with Section 2H, however, such pay will be reduced by the Supplemental Laboratory Retirement Contribution made under this policy.

Salary and accrual of sick leave and vacation credit will be pro-rated according to the employee's schedule.

Brookhaven National Laboratory

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Appendix A - Termination

1. Termination of Individual for Administrative Convenience

An employee dismissed for the administrative convenience of the Laboratory may in appropriate circumstances be given a termination payment of one month's pay at his/her regular base rate in the case of a monthly employee and of two weeks' pay in the case of a weekly employee.

An individual employee may be considered for other termination pay for other administrative reasons with the approval of the Director and the Contracting Officer.

2. Severance Pay

Severance payments made to an employee will be reimbursable under this contract when provided in accordance with the following provisions:

- a. No employee: (1) who accepts a transfer to another facility, subsidiary, or affiliate of the Contractor, (2) who is offered employment at comparable pay and benefits by successor Contractor, (3) who resigns, or (4) who is discharged for cause, will be eligible for severance pay.
- b. Should an employee be rehired in the period covered by severance pay, the employee will be responsible for refunding the remaining balance of severance pay.
- c. The Contractor's severance pay plan, and any changes to the plan, are subject to Contracting Officer approval, unless stipulated in a bargaining unit agreement.
- d. Severance payments may be made at the Laboratory's option to an employee within a Reduction-in-Force grouping who is not scheduled for termination but who offers to terminate employment, thereby eliminating the need for terminating another employee involuntarily.

- e. The Laboratory will advise DOE of all Reductions-in-Force prior to their initiation. Upon completion, and at the end of each fiscal year, the Laboratory will provide DOE with a report to the extent of such Reduction-in-Force.
- f. Severance pay may be made in accordance with the following separation allowances in addition to benefits under unemployment compensation laws.

Years of Service

Severance Payment

First 10 years:

1 week for each year

Over 10 years through
15 years:

1-1/2 weeks for each
year over 10 years

Over 15 years:

2 weeks for each
year over 15 years

Employees with less than one (1) year of service are credited with a full year service. For the final year of employment, service is computed in quarterly (three-month) increments with a full quarter's credit given for any fraction of a quarter attained. Allowances for eligible part-time employees will be prorated in accordance with the employee's official work schedule.

Effective October 1, 1995, the maximum severance pay allowance is 39 weeks.

3. Termination at Retirement

Each weekly wage employee with a minimum of five years' service retiring on or after his/her 55th birthday and whose combination of age and service equal 70, may be given up to two weeks' pay at his/her regular base rate.

4. Termination of the Contract

Offerors may propose specific language regarding proposed benefits for the scientific and professional staff of the Laboratory in the event of contract termination as part of the offeror's proposed Laboratory Staffing Plan [see Section L.38 (a)(1)(ii)b]. No employee can receive any proposed benefit in addition to their severance pay. The employee is entitled only to receive the greater of the two benefits.

5. Security Suspension Pay

If the access authorization of an employee is suspended by direction of the Operations Office Manager, the Contractor shall transfer the employee to work not requiring access if such work is available.

In the event a job transfer is not arranged, the employee's base compensation shall be discontinued and the employee shall be placed on leave of absence effective the date that the Contracting Officer provides written notification to the Contractor and shall remain on leave of absence until final disposition of the case under the Department of Energy procedure, 10 CFR Part 710.

In the event the employee whose access authorization has been suspended is transferred to another position where such access authorization is not required, compensation shall, thereafter, be the base wage or salary received by employees in the position transferred into, and such compensation shall continue until final disposition of the case under the Department of Energy procedure, 10 CFR Part 710.

Brookhaven National Laboratory

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A. Appendix A - Bargaining Unit Employees

Employees in recognized collective bargaining units are governed by the provisions of the applicable collective bargaining agreement entered into by the Laboratory and the Union representing such unit. The collective bargaining agreements referred to in this paragraph are attached hereto and made a part hereof as Attachments I, II, and III:

1. International Brotherhood of Electrical Workers, Local Union 2230, August 1, 1995 through July 31, 1997 (Attachment I).
2. Long Island Guards Union, Local 37, International Guards of America, October 1, 1992 through September 30, 1995 (Attachment II).
3. Oil, Chemical and Atomic Workers International Union AFL-CIO, Local No. 8-652, August 3, 1994 through September 30, 1995 (Attachment III).

The Laboratory is authorized to administer these agreements in accordance with their terms. The provisions of Appendix A are applicable to such employees only to the extent permitted by these collective bargaining agreements.

B. Collective Bargaining Provisions

Upon receipt of any Union proposals and/or preliminary to any negotiation concerning any collective bargaining agreement or amendment thereto affecting employees engaged in work under this contract, the Contractor shall meet with the Contracting Officer or designee(s) for the purposing of reviewing

bargaining objectives respecting any significant change in existing labor agreements which can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the Government.

The Contractor shall keep the Contracting Officer advised of significant developments during any negotiations and shall promptly advise (within 24 hours) the Contracting Officer of labor relations developments which involve, or appear likely to include, such matters as: Strike situations or picketing at the facility; referral to the Energy Labor-Management Relations Panel, the National Labor Relations Board at any level or the Federal Mediation and Conciliation Services; recourse to procedures under the Labor-Management Act of 1947, as amended; any other Federal or state labor law involving an issue with cost implications; any arbitrations that are potentially precedent setting or of anticipated high cost; and any unfair labor practices, election petitions or law suits related to labor or mediation activities.

The Contracting Officer shall be advised of the initiation of any action by the Contractor under the Labor Management Relations Act of 1947, as amended, and/or involving the National Labor Relations Board.

The Contractor recognizes that the Department of Energy retains authority on matters of security; that this authority may not be limited by collective bargaining agreements; and that the Contracting Officer will be promptly notified of any matter arising out of negotiations or administration of labor agreements where the Department of Energy's authority in matters of security may be impinged.

The Contractor shall submit a summary report of all labor arbitration cases which have occurred throughout the year and their resolution or status to the Department of Energy on an annual basis. The Contractor shall promptly provide to the Department of Energy a copy of each collective bargaining agreement and modifications thereto.

Awards paid by the Laboratory in accordance with determinations reached in grievance or arbitration procedures are allowable.

Brookhaven National Laboratory

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Appendix A - Travel - Eligible Persons

The following persons are eligible for reimbursement of travel expenses in accordance with section 3-B:

1. Employees and consultants while engaged in work relating to the scientific or administrative business of the Laboratory;
2. Employees while in attendance at scientific or professional meetings which may be expected to benefit the Laboratory directly or indirectly, as by enhancing the scientific or professional knowledge of employees;
3. Collaborators (and their families), visitors and speakers, while engaged in travel relating to an appointment with or an approved visit to the Laboratory, or while serving on appointment at the Laboratory, in connection with the performance of work relating to the scientific or administrative business of the Laboratory;
4. Employees and prospective employees, and their families, while making a change of residence required by a change in such employee's place of assignment for the convenience of the Laboratory, or the change required by a new employee's affiliation with the Laboratory or with DOE approval by termination of his/her employment with the Laboratory within three years of the date of his/her employment.

Where relocation costs incurred incident to recruitment of a new employee have been allowed, and the newly hired employee resigns for reasons within his/her control within 12 months after hire, the individual shall be required to refund or credit such relocation costs; and

5. An applicant for a position with the Laboratory while engaged in travel relating to an interview made at the Laboratory's request. While at the Laboratory on such visit, such person and their spouse may be given meals in lieu of a per diem allowance for the day.

Brookhaven National Laboratory

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Appendix A - Travel - Reimbursable Expenses

Persons Eligible for reimbursement under section 3-A may be reimbursed as follows:

1. Transportation

- a. Reimbursement for use of private vehicle, when more advantageous to the Laboratory than use of commercial transportation is at a rate in accordance with the Federal Travel Regulations (FTR), plus bridge, road and ferry tolls. When permitted for the convenience of the traveler, reimbursement should be such that additional costs are borne by the traveler and not by the Laboratory. Mileage shall not be more than one hundred ten percent (110%) of the most direct route per Rand-McNally.
- b. Public Carrier:
 - (i) Actual cost of commercial transportation, except that air fare reimbursement is limited to less than first-class accommodations, the cost of which shall not exceed the lowest available commercial discount airfare, Government contract airfare, or customary standard (coach or equivalent) commercial airfare as determined by the Laboratory. Less than first-class accommodations are considered not reasonably available where less than first-class accommodations would, for example:
 - (A) require circuitous routing;

- (B) require travel during unreasonable hours;
 - (C) excessively prolong travel;
 - (D) result in additional costs which would offset the transportation savings;
 - (E) offer accommodations which are not reasonably adequate for the physical or medical needs of the traveler;
 - (F) not meet necessary mission requirements.
- (ii) First class accommodations are specifically authorized or approved by the Contracting Officer when deemed necessary for the conduct of the mission.
 - (iii) Authorized Rental Car: Actual expense when authorized by the Laboratory
 - (iv) Rented or chartered aircraft: Actual expense when authorized by the Laboratory and as by the Contracting Officer.

2. Subsistence Expenses

a. Lodging plus Per Diem

For travel in the Continental United States (CONUS) involving one or more overnight stops, reimbursement for lodging, meals and incidental expenses shall be at the rate established for the applicable locality under Federal Travel Regulations (FTR). The applicable rate (allowance) shall be determined by the travel status and location of the individual at 12:00 midnight and whether lodging is required at such location. When lodging is required on the day travel begins (day of departure from the official station or other authorized point), the allowance shall be the maximum amount for lodging allowed by the FTR plus the pro-rated (if applicable) portion of the per diem (meals and incidental expenses - M&IE). For the day travel ends (when the employee returns to the official station or authorized point), the per diem allowance from the preceding calendar date shall

be the prorated (if applicable) portion allowed. The per diem portion of the allowance (M&IE) is calculated for partial days by prorating using one fourth of the allowance for each six hour period or fraction thereof. A day begins at 12:01 a.m.

b. Travel of Less Than 24 Hours

No per diem (M&IE) allowance will be allowed for travel begun and completed between the hours of 0800 and 1800 on the same day, with the exception of Saturdays, Sundays and Holidays. Per diem will be allowed for travel in excess of six hours, occurring in a single day, if travel is begun prior to 0800 or continued beyond 1800. In this circumstance, the travel period will be divided into 6 hour periods starting from the actual time travel begins and ending with their completion at home, office or other authorized point. For each six-hour period or fraction thereof, one-fourth of the applicable per diem (M&IE) rate will be allowed. The maximum per diem (M&IE) allowance shall not exceed the rate established for the Suffolk County, New York locality under the FTR.

c. Meals and Incidental Expenses

When meals are furnished without charge, an appropriate deduction to the individual's per diem allowance shall be made. For travel incurred in accordance with 2 a. or 2 b., the per diem (M&IE) rate shall be adjusted in accordance with the FTR.

In either case the individual amount of deductions made on partial days shall not cause the individual to receive less than the amount allocated for incidental expenses.

d. Dependents Travel

When individuals are entitled to allowances for family members, the rate for spouses and other immediate family members age twelve and older is based on three-fourths of the maximum allowance which applied to the traveler. Children under the age of twelve are included based on a maximum rate calculated at one half the maximum allowance applied to the traveler.

e. Foreign Travel

Allowances payable for official travel within localities outside CONUS will be at rates not to exceed the maximum rates established under:

- (i) Non-foreign areas outside CONUS. The allowances payable for official travel in non-foreign areas shall not exceed the maximum rates established by the Secretary of Defense and listed in civilian personnel per diem bulletins published periodically in the Federal Register. The term "non-foreign areas" includes the states of Alaska and Hawaii, the Commonwealth of Puerto Rico, and the possessions of the United States.
- (ii) Foreign areas. Allowances payable for official travel in foreign areas shall not exceed the maximum rates established by the Secretary of State and published in the per diem supplement to the standardized regulations (government civilians, foreign areas). The term "foreign areas" includes any area (including the trust territory of the Pacific Islands) situated both outside CONUS and the non-foreign areas as described in e.(i) above.

The applicable rate (allowance) shall be determined by the travel status and location of the individual at 12:00 midnight and whether lodging is required at such location.

In addition to the above, travelers are entitled to an enroute rate of \$17.00 on the day their trip begins within CONUS, and \$25.00 for the day of return. The sum of the two enroute rates, plus the daily allowances for each city where lodging is taken, equals the maximum allowable rate for any outside CONUS (CONUS) trip.

When all or part of the meals and/or lodging are furnished at no cost or at a nominal cost to the employee by the Federal Government or others, the applicable maximum per diem rate or the M&IE rate, as appropriate, shall be reduced to a daily amount commensurate with the remaining expenses expected to be incurred by the employee. If a reduced per diem rate was not authorized in advance of the travel, an appropriate deduction shall be made from the total per diem payable on the travel voucher.

- f. In special or unusual situations, contractor employees may be paid for actual expenses in excess of the above referenced maximum per diem rates provided such payments do not exceed the higher amounts authorized by the Federal Travel Regulations at the time of travel and provided all of the following conditions are met:
- (1) Special circumstances exist which are similar to or consistent with the description of conditions warranting approval of the actual expense method as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States.
 - (2) A written justification for payment of the higher amounts is approved by a Department Chairman or Division Head or their Deputy.
 - (3) Documentation exists to support the payment of actual lodging expenses.

3. Research Collaborators who plan to remain at the Laboratory for at least 60 calendar days and persons eligible under paragraph 4 of section 3-A may be reimbursed for the actual cost of packing and unpacking, transporting, storing and removing household goods from storage.
4. Purely personal expenses, such as personal telephone calls [except one personal call per week of travel (or portion thereof) and any additional calls deemed necessary due to unusual circumstances, i.e., family illness, emergencies, disasters, etc.] and valet services, are not reimbursed even though incurred in the course of a trip.
5. Allowable miscellaneous expenses: Expenses other than those specified below require the approval of the Director or his designee.
 - a. Rental of necessary office equipment
 - b. Stenographic and word processing services
 - c. Rental of rooms for official business
 - d. Clerical services
 - e. Excess baggage charges (air travel)
 - f. Storage charges for baggage
 - g. Official telephone and telegraph
 - h. Tolls
 - i. Ferry
 - j. Limousines and Taxis, including a gratuity of up to a maximum of 15 percent. Taxi fares to and from restaurants are not reimbursable, unless there is no restaurant in or near the lodging.
 - k. Public carriers, e.g., bus, subway and streetcar
 - l. Passports, visas, and tourist cards, including necessary travel to obtain same
 - m. Travelers' check service
 - n. Foreign currency exchange loss
 - o. Debarkation taxes
 - p. Innoculations
 - q. Registration fees for meetings
 - r. Parking when authorized by the Laboratory in accordance with 1.a. or 1.b.(iii).

6. Relocation Expenses

- a. Actual cost of packing, transporting, storing, removing from storage and unpacking of household goods; transit insurance; and the transportation of one automobile.
- b. Cost of finding a new home, such as advance trips by employees and spouses to locate living quarters, and temporary lodging during the transition periods, not exceeding separate cumulative totals of sixty (60) days for employees and forty-five (45) days for spouses and dependents, including advance trip time.
- c. Other necessary and reasonable miscellaneous expenses, not to exceed one thousand dollars (\$1,000), incident to relocation, such as disconnecting and connecting household appliances; automobile registration; driver's license and use taxes; cutting and fitting rugs, draperies and curtains; and forfeited utility fees and deposits.
- d. In addition to the above, with the approval of the Director, the following relocation costs may be reimbursed to employees in the following salary grades: all management grades; Scientific Staff (Asst. Scientist and above); Professional Schedule (Grades P7 and above); and Administrative (Grades A8 and above):
 - (1) Closing costs (i.e., brokerage fees, legal fees, appraisal fees, points, finance charges, etc.) incident to the disposition of actual residence owned by the employee when notified of transfer or hire; provided that closing costs when added to the continuing costs described in d.(3) below shall not exceed fourteen percent (14%) of the sales price of the property sold.
 - (2) Costs incident to the acquisition of a home in a new location, except that these costs will not be allowable for existing employees or newly recruited employees who, prior to the relocation, were not homeowners, and the total costs shall not exceed five percent (5%) of the purchase price of the new home.

- (3) Continuing costs of ownership of the vacant, former, actual residence being sold, such as maintenance of building and grounds (exclusive of fixing-up expenses); utilities; taxes; property insurance; mortgage interest; etc., after settlement date or lease date of new permanent residence; provided that when added to the closing costs described in d.(1) above, the costs shall not exceed fourteen percent (14%) of the sales price of the property sold.
- (4) Mortgage interest differential payments, except that these costs are not allowable for existing or newly recruited employees who, prior to the relocation, were not homeowners, and the total payments are limited to an amount determined as follows:
 - (i) difference between the mortgage interest rates of the old and new residence times the current balance of the old mortgage times three (3) years; and,
 - (ii) when mortgage differential payments are made on a lump-sum basis and the employee leaves or is transferred again in less than three (3) years, the amount initially recognized shall be proportionately adjusted to reflect payments only for the actual time of the relocation and the employee shall pay the difference.
- (5) Rental differential payments (paid on a monthly basis) covering situations where relocated employees retain ownership of a vacated home in the old location and rent at the new location. The rented quarters at the new location must be comparable to those vacated, and the allowable differential payment may not exceed the actual rental costs for the new home, less the fair market rent for the vacated home times three (3) years.
- (6) Cost of canceling an unexpired lease.

- e. The following types of costs will not be reimbursed:
- (1) Loss on sale of home.
 - (2) Continuing mortgage principle payments on residence being sold.
 - (3) Costs incident to the acquisition of a home in a new location as follows:
 - (i) real estate brokers' fees and commissions;
 - (ii) costs of litigation;
 - (iii) real and personal property insurance against damage or loss of property;
 - (iv) mortgage life insurance;
 - (v) owner's title policy insurance when such insurance was not previously carried by the employee on the former residence (however, costs of a mortgage title policy is allowable); and
 - (vi) property taxes and operating or maintenance costs.
 - (4) Payments for employee's income taxes or FICA (Social Security taxes) incident to reimbursed relocation costs.
 - (5) Costs incident to furnishing equity or nonequity loans to employees or making arrangements with lenders for employees to obtain lower-than-market rate mortgage loans. Such costs do not include points and finance charges by lenders which are specifically allowable under paragraph 6. d. above.
- f. Relocation costs are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period of not less than twelve (12) months). If relocation costs for an employee have been allowed and the employee resigns within twelve (12) months for reasons within the employee's control, it is expected the employee shall refund or credit the relocation costs to the Laboratory for credit against its prime contract within DOE.

7. Exceptional Recruitment Allowance

Relocating new employees not eligible for closing costs or costs incidental to the purchase of a new home under section 3-B-6 d., may be paid an Exceptional Recruitment Allowance to reimburse them for actual costs related to relocation, up to a maximum of ten thousand dollars (\$10,000).

Examples of such expenditures are: closing costs incidental to the purchase of a house; rental differential; or other relocation costs validated by submission of a receipt. Employees in the following salary grades will be eligible: all management grades; Scientific Staff (Asst. Scientist and above); Professional Schedule (Grades P7 and above); and Administrative (Grade A8 and above). Approval by the Director is required.

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Appendix A - Authorization and Voucher Approvals

In addition to any approvals required under other provisions of this Contract, all travel authorizations and vouchers shall be approved in accordance with the Laboratory's signature authorization control policy.

Brookhaven National Laboratory

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Appendix A - Travel - Housing for Temporary Appointees

1. Temporary Appointees

- a. When suitable on-site housing is not available for them, the Laboratory may reimburse persons who receive temporary appointments to the Scientific Staff during the months of June, July, August and September, as well as Research Collaborators spending extended periods of time at the Laboratory during the summer months, for excess rentals in accordance with the following conditions:
 1. The excess rental to be reimbursed is the difference between the rental for a Laboratory apartment of the size which would normally be assigned to a summer appointee and the actual cost of reasonably similar accommodations off the site, if available.
 2. The excess rental for which reimbursement is provided will not exceed \$400 per month.
 3. Authorization for reimbursement of excess rental is, in every case, approved by the Director of the Laboratory or his designee.
- b. Because Research Collaborators receive no salary for their work at the Laboratory, the deduction equivalent to on-site rental is not made.

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Appendix A - Travel - Post Allowance -
Foreign Assignment Change of Station

Foreign Assignment Change of Station

Where an assignment of a BNL employee results in living costs for the employee and his/her family which are in excess of those which the employee would have incurred were he/she to remain at his/her regular place of employment, the employee may be compensated for these additional living costs. Payment on a per diem basis, will be based upon the approximate difference between the normal expenditures of the employee at his/her usual place of abode, and the cost of reasonably equivalent items at the place of his/her foreign assignment, for such items as normal household costs, including local transportation and children's education, and if applicable, storage of furniture and household effects including moving into and out of storage. Subtracted from these and other valid additional expenses will be any extra income generated (1) by renting of the employee's home, and (2) from the tax advantage occurring to those working abroad for 11 months or more. In addition, family size as well as the employee's tax situation will also be considered in BNL's determination for per diem allowance. In no event will the total per diem, adjusted for living costs abroad, exceed "The U.S. Department of State Indexes of Living Costs Abroad and Quarters Allowances" published by the U.S. Department of Labor, Bureau of Labor Statistics.

APPENDIX A

EMPLOYEE INSURANCE AND RETIREMENT PROGRAMS

Brookhaven National Laboratory
Operated by
Brookhaven Science Associates

Brookhaven National Laboratory

Operated by

Brookhaven Science Associates
Under Contract No. DE-AC02-98CH10886 With

The United States Department of Energy

Appendix A - Retirement Plans

General

All employees who meet the participation requirements, indicated below, are covered by the Contractor's defined contribution retirement programs:

- Regular Retirement Plan
- Voluntary 401(k) Retirement Plan

The Department of Energy will reimburse the Contractor's contributions as agreed to in the Appendix.

The Contractor will be reimbursed for necessary and reasonable costs involved in implementing, administering, and funding the above-referenced approved retirement plans. Any change in plan benefits and/or costs not required to maintain qualification under Section 401 of the Internal Revenue Code will require Contracting Officer approval. The Contractor will notify the Department of Energy of any change required solely to maintain qualification under Section 401 of the Internal Revenue Code.

Provisions of this section are subject to successful negotiations with the Program's service providers including, but not limited to investment organizations, insurance companies, etc. Further, these provisions will be subject to and superseded by any law or regulation with which they might conflict.

A. Regular Retirement Plan

1. General

BSA will provide its eligible employees with a defined contribution type retirement plan, with BSA contributions being made at the participants' election to one or more of the following investment organizations: Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF), Fidelity Investment Service Company, and the Vanguard Group.

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2. Participation

All employees who work at least 1000 hours per year, who have attained age 21 and have completed two (2) years of continuous BSA service or have attained age 30 and have completed three (3) months of continuous BSA service, shall participate in the BSA Retirement Plan. Prior service credit for participation shall be given for comparable eligible service with AUI and for employees who transfer directly to BSA from the Research Foundation of State University of New York (RFSUNY), the University of Stony Brook (USB), and Battelle Memorial Institute (BMI).

3. Contribution by Employer

BSA shall contribute for each participant an amount equal to 10 percent of base salary.

4. Collection and Applications of Contributions

BSA shall make its contributions to TIAA and/or CREF, Fidelity Investments, or Vanguard in such percentages as the participant may elect. The percentages of the combined sum may be changed by the participant on a monthly basis.

5. Benefits

The contracts issued by the investment organizations as part of the Retirement Plan shall be issued to the participant. The rights and benefits of each participant, which are fully vested, shall be those set forth in the contracts.

The contracts of each employee whose employment by BSA is terminated (other than by death) shall remain in force. Participants who terminate employment from BSA are entitled to have the investment organization repurchase their contracts in accordance with the rules and regulations in effect at the time of termination.

Upon retirement, a number of annuity settlements are available to the employee, as described in the various investment organizations' booklets. In addition, a retirement option of a lump-sum settlement up to the maximum provided by the contract provisions of the various investment organizations is permitted.

6. Amendment Authority

While it is expected that this Plan will continue indefinitely, the BSA Board of Directors reserves the right to modify or discontinue it at any time, provided, however, that such modification or discontinuance shall not be applicable to this contract unless approved by the Department of Energy. Any discontinuance or modification of the Plan shall not affect the benefits accrued by participants prior to the date of discontinuance or modification.

7. Reporting Requirements

The Contractor shall submit to the Department of Energy copies of each IRS Form 5500 and accompanying schedules, an annual accounting report and other information concerning the defined contribution plans which the Contracting Officer may require. The annual accounting report shall include a development of aggregate forfeitures and all plan data for individuals generating those forfeitures.

8. Contract Termination/Expiration

Upon contract termination, the individual employee accounts in the defined contribution plans shall be handled in accordance with the provisions of the Employee Retirement Income Security Act of 1974 (ERISA) as amended, and the accounts will vest 100 percent immediately. The Contractor shall inform the plan participants of (a) their right to roll these accounts over into a successor contractor's qualified deferred compensation plan, if such a plan exists, and (b) the consequences of failing to do so, and (c) other applicable rights based on regulatory requirements.

9. The Contractor shall not terminate any Department of Energy reimbursed benefit plan without the Department of Energy's approval. It is the intention of the Department of Energy not to entertain any enhancements in these programs after the Contractor announces the intention not to renew the Contract.

10. If the Contract terminates and there is no replacement Contractor, the Department of Energy, subject to the availability of appropriated funds, will make available, to the Contractor in a timely manner sufficient funds so that the Contractor has no out-of-pocket expenditures from corporate funds to cover all liabilities incurred under this Contract relating to Contracting Officer-approved Retirement Plans. If so requested by the Department of Energy at the time of contract termination or expiration, the Contractor will continue as the sponsor of these plans until all liabilities of such plans are discharged.

B. Voluntary Employee Contributions to Other Retirement Program Options {401 (k)}

1. General

Employees are encouraged to make voluntary contributions to one or more of the following retirement programs to the extent permitted by law in order to supplement the retirement income available to them from Social Security and from the BSA Regular Retirement Plan:

- a. 401(k) individual accounts with Teachers Insurance Annuity Association (TIAA) and/or the College Retirement Equities Fund (CREF); and
- b. 401 (k) accounts invested in regulated investment companies (mutual funds).

These voluntary retirement income programs, and the manner in which employee funds may be automatically transmitted to them by the Payroll Office, are described in the following sections.

2. Contributions by Salary Reduction

The 401 (k) plan allow employees to elect a deferred income tax option rather than, or in addition to, the salary deduction provision. The option allows for the deferral of income tax payments on the employee's contributions until after the start of retirement income. Under this option, each employee may elect to have base salary reduced by an amount that is not more than the maximum permitted by the Internal Revenue Code. At the

election of the participant, the amount of the reduction shall be transmitted by BSA, on behalf of the employee, either to a TIAA and/or CREF retirement annuity, and/or to an eligible investment account, in such proportion as the participant may designate.

- a. TIAA and/or CREF retirement annuities may be purchased through the deferred income tax option as well as through the salary deduction program outlined below in section 3;
- b. The Internal Revenue Code also permits placement of retirement funds in certain accounts to be invested in stock of regulated investment companies. Employees may elect that retirement funds available through salary reduction be invested in whole or in part in such an account. To the extent allowed by law, employees may also elect a nontaxable transfer to such an account the total balance in a TIAA and/or CREF Supplemental Retirement Account. The BSA Plan shall offer suitable investment accounts. The rights and benefits of each participant, and the limitations (including limitations on the right to withdraw funds) shall be those set forth in the Plan within limitations prescribed by the Internal Revenue Service.

3. Contributions by Salary Deduction

The 401 (k) plan allows employees who elect to make voluntary contributions through payroll deduction to invest such funds in TIAA and/or CREF retirement annuities, in such percentages as the participant may elect, to the maximum percent permitted by the Internal Revenue Code. These percentages may be changed by the participant on a monthly basis. Contributions to TIAA/CREF retirement annuities purchased through payroll deduction will be in separate accounts from annuities purchased under the BSA Retirement Plan, and the contribution portion of any distribution will not be subject to tax when retirement income commences, subject to changes to the Internal Revenue Code.

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Appendix A - Employee Benefit Plans

General

The Contractor will be reimbursed for the net allowable cost incurred in implementing, administering, and funding employee welfare plans. The features of these welfare plans are set forth in Contractor policies and Summary Plan Descriptions approved under the Contract, current copies of which will be provided to the Department of Energy. Any credits, e.g. dividends, return premiums, or other allowances and credits that accrue under each policy will be applied toward offsetting program costs. The Contractor will notify the Department of Energy prior to adding to or making a change in benefits under these plans. Any change in benefits which result in additional costs require Contracting Officer approval.

The Contractor, in compliance with DOE 0350.1, will conduct an evaluation of its benefit programs using a professionally recognized measure, either a Value Study or a U.S. Chamber of Commerce (COC) Employee Benefit Survey Comparison based on facility size and provide the results of the evaluation to DOE by September 30, 1998. The amounts of the employee contributions will be reviewed in light of the claim experience and practice prevailing among major competitive employers with respect to contributions by employees. Any proposed change in the amount of employee contribution will be submitted to the Contracting Officer for approval.

The Insurance Program is set forth in the current Certificate of Insurance (Attachment IV) and the Insurance Retirement Program Booklets (Attachment V) and the Dental Assistance Plan Document (Attachment VI) which are attached hereto and made a part hereof.

1. Group Medical Insurance Plan

The Laboratory has a Group Medical Insurance Plan which provides extensive coverage for most in- and out-of-hospital medical expenses, in accordance with the insurance policy issued by the carrier. Each participant receives a Certificate of Insurance which contains the details of the plan. Effective October 1, 1995, the Laboratory pays a portion of the cost of active employee and dependent coverage; and employees are required to contribute to the cost of such coverage.

In compliance with federal and state laws, the Laboratory also offers a number of qualified Health Maintenance Organizations (HMO) medical care plans as additional employee options to the group Medical Insurance plan. For these HMO plans, the Laboratory will pay an amount no greater than the amount it pays for the group medical plan.

a. Retired Employees and Families

All employees employed prior to January 1, 1988 are eligible for the following:

Employees retiring in the calendar year in which their 55th birthday occurs and thereafter, who have completed not less than three (3) years of service with Brookhaven National Laboratory prior to retirement, are retired employees for the purpose of continuing medical insurance coverage.

All employees employed after January 1, 1988 are eligible for the following:

A terminating employee age 55 or older, with at least five years service, must have a combination of age and years of service totaling 70 in order to receive Laboratory medical insurance coverage. Retirees otherwise eligible who are subsequently employed elsewhere will become ineligible for retiree coverage if the new employer makes available a group medical plan. Such subsequent employment will not preclude the retiree from again being eligible if he/she becomes ineligible for coverage under any other group plan.

Retired employees under 65, spouses under age 65, and dependent children continue to be covered under the Laboratory's plan on the same basis as active employees. Effective October 1, 1995, retiree contributions will be the amount they were contributing on the day of their retirement.

Retired employees and their dependents eligible for Medicare benefits will be covered at no cost under the Laboratory's Medical Insurance Plan; except that payment under the plan will be reduced by the amount that employees and their dependents are reimbursed, or entitled to reimbursement, by Medicare.

The Contractor will provide experience reports and actuarial calculations estimating retiree liability, as directed by the Contractor Officer.

If the contract terminates and there is a replacement Contractor, all assets and liabilities shall transfer to the replacement Contractor, and the Contractor shall be relieved of, and held harmless by the Department of Energy, subject to the availability of appropriated funds, against any and all further liabilities arising from such plans.

If the contract terminates and there is no replacement Contractor, the Department of Energy, subject to the availability of appropriated funds, will make available to the Contractor in a timely manner sufficient funds so that the Contractor has no out-of-pocket expenditures from corporate funds to cover all liabilities incurred under this contract related to Contracting Officer-approved employee welfare benefit plans (including but not limited to Medical, Life, Dental, and Workers' Compensation). If so requested by the Department of Energy at the time of contract termination or expiration, the Contractor will continue as the sponsor of these plans until all liabilities of such plans are discharged.

b. Deceased Employees and Families

The medical insurances on the dependents of an employee who dies before the calendar year of his/her 55th birthday may be continued for a maximum of one year.

The medical insurance on dependents of an employee with three (3) years but less than fifteen (15) years service may be continued after one year, providing they pay the full group rate premium.

The medical insurance on the dependents of an employee who dies during or after the calendar year of his 58th birthday or had fifteen (15) or more years service, may be continued to the same extent that coverage would have continued had the employee retired.

Coverage in all the above situations will terminate for all dependents on the date surviving spouse remarries. This policy would not apply to a surviving spouse who is eligible for coverage by a group medical insurance plan provided by another employer.

c. Displaced Worker Health Benefits Program

The allowable costs for the DOE Displaced Worker Health Benefits Program are:

- (a) First Year: The Laboratory's contribution for an active employee.
- (b) Second Year: One half of the Laboratory's COBRA premium.
- (c) Third and subsequent years: Reasonable administrative costs that exceed the 2 percent administrative fee paid by the displaced worker.

d. Group Medical Program Performance

The Contractor will work diligently with its insurance carriers, medical benefit providers, and employees to establish and maintain a proactive cost containment program, with the objective of providing high quality, reasonably priced benefits. The Contractor agrees to seek innovations in its program design and implementation that will result in realizing the above objective throughout the life of this contract, while also managing benefit costs so that the cost to the Government of each medical benefit program component is reasonable.

The Contractor will specifically identify program changes and cost initiatives and implement on an ongoing basis or when necessary, propose actions to the Contracting Officer that will result in actual cost savings, or which will reduce the rate of cost increases in group medical benefit programs.

2 . Group Life Insurance Plan

The Laboratory shall be reimbursed for contributions to provide insurance under the Group Life Insurance Plan approved by the Contracting Officer as set forth in this Appendix.

All eligible employees are provided with a basic life insurance policy equal to approximately annual base salary. Employee contributions will not be required for basic life insurance coverage. In addition, the Laboratory makes available to those employees supplemental life insurance which, together with the basic amount, may be equal to three times annual base salary. Each employee enrolled for supplemental life insurance coverage shall contribute to the cost of such coverage. The Laboratory pays that portion of the cost of supplemental life insurance coverage not covered by employees' premiums.

Basic and supplemental insurance include accidental death or dismemberment coverage up to a maximum of \$12,500 on the basic amount and \$12,500 on the supplemental amount.

The cost of accidental death or dismemberment coverage is borne entirely by the Laboratory.

3. Long-Term Disability Insurance Plan

Under the Long-Term Disability Insurance Plan, a covered employee who has been disabled for a continuous period of six months may receive 50 percent of base salary until normal retirement in accordance with the terms of the policy. The Laboratory pays that portion of the total cost in excess of the premium paid by the employees.

4. Group Travel Accident Insurance

The Laboratory has in force a Group Travel Accident Insurance Policy covering all employees, trustees, nonsalaried officers, guests, and all other persons with official appointments at the Laboratory who, during their stay, are authorized to travel on Laboratory business. It provides coverage equal to five (5) times annual salary, subject to a \$100,000 minimum and a \$500,000 maximum, and gives a full 24-hour accident coverage during business travel. No employee contributions are required for this coverage.

5. Group Dental Assistance Plan

The Laboratory has a Group Dental Assistance Plan which provides scheduled benefits for dental expenses in accordance with the Contractor's Dental Assistance Plan Document. In addition, the Laboratory may offer PPO Dental Care plans as an employee option. For these optional plans, the Laboratory will pay an amount no greater than the amount it pays for the Contractor's Dental Assistance Plan. All full-time and eligible part-time employees can elect to participate in the plan, provided they agree to have the appropriate contributions for the Dental Assistance Plan deducted from their pay.

6. Flexible Spending Plan

The Laboratory has a voluntary Flexible Spending Plan which allows eligible employees to pay for health care and dependent day care expenses on a before-tax basis. The Laboratory will allow employees to make automatic salary reduction contributions to a health care and/or dependent day care reimbursement account which they can draw against as they incur eligible expenses.

7. Long-Term Care Plan

The Laboratory offers a Long-Term Care Plan which allows eligible employees, retirees, their dependents and/or parents to pay for the costs of a prolonged, disabling illness. Each employee, retiree, dependent and/or parent enrolled for Long-Term Care coverage shall bear the full cost of such coverage.

8. Child Care

The Laboratory is authorized to operate a child development center, by subcontract or otherwise; however, the Laboratory shall not employ personnel (e.g., teachers/caregivers, etc.) under the BNL contract. Furthermore, the costs for labor, materials and supplies expended for the operation of the Child Development Center (e.g., teachers, caregivers, instructional materials and equipment) shall be fully recovered from the participants. If such a center is contracted for, the Laboratory shall require the subcontractor hold harmless the Laboratory and the Department of Energy for all liability arising out of operation of the center and shall provide adequate property damage liability and bodily injury liability insurance naming the Laboratory and DOE as additional named insured.

The Laboratory shall use its best efforts to add the Department of Energy, at no additional premium or cost, as an additional named insured under the Laboratory's existing liability policy covering the Brookhaven Child Development Center. Should the insurer be unwilling to add DOE at no additional cost, the Laboratory shall notify the Contracting Officer. The Contracting Officer shall in turn advise the Laboratory whether or not DOE desires such coverage. If desired by DOE, the costs are allowable under the Contract.

The following costs associated with implementation of a child care program are allowable:

- a. Reasonable costs for communication of the program to employees.
- b. Costs associated with utilities and maintenance as well as food services and medical services or supplies which are already being used in support of site operations and are readily available to additionally support child care centers.

9. Adoption Assistance

The Laboratory may reimburse employees up to \$3,000 for costs associated with the adoption of an unrelated minor child. Reimbursable costs may include attorney fees, agency fees, court costs, transportation costs and medical costs.

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Appendix A - Legally Required Insurance

1. Social Security

The Laboratory deducts FICA taxes from the pay of all employees, and contributes an equal amount to the fund.

2. Unemployment Insurance

The Laboratory provides unemployment insurance as required by law.

3. Workers' Compensation

The Laboratory maintains insurance under the New York State Workers' Compensation law. The Contractor is required to submit a annual report to the Contracting Officer on all Workers' Compensation claims reserved at \$25,000 and above and the reserves established on all new claims. In each instance, the report must include the following information: date of incident; claim number and reserve amount. In the third year of the Contract, a claims review shall be conducted by the Contractor, with a copy of the findings provided to the Contracting Officer.

4. New York State Disability Benefits

The Laboratory maintains a qualified sick leave plan as required by the New York State Disability Benefits law.

APPENDIX A

MISCELLANEOUS PERSONNEL POLICIES

Brookhaven National Laboratory
Operated by
Brookhaven Science Associates

Brookhaven National Laboratory

Contract No. DE-AC02-98CH10886

Appendix A - Health and Morale

1. Recreation

a. Activities

The Laboratory maintains a recreation program including athletic, cultural and social activities for employees, guests and visitors.

In the event any of the above activities of this Section are inconsistent with a final rule to be issued pursuant to Section 2192 of the Federal Acquisition Streamlining Act (Public Law 103-355), as set forth in 60 Federal Register 3314 (January 13, 1995), the parties agree to renegotiate such provisions.

b. Facilities

The recreation building, swimming pool, gymnasium, tennis courts and recreation park will be provided and maintained as recreational facilities. Other building or facilities may be made available for the recreation program when such use does not interfere with the official work of the Laboratory.

c. Group Buying

Profits from group buying services operated for the benefit of all employees may be used to assist in the support of the recreation program.

d. Income

The Laboratory shall provide the Board of Trustees of the Brookhaven Employees Recreation Association annual funds not to exceed an amount equal to \$10.00 per employee for their administration of the cultural, athletic and social activities. The amount shall be determined using the total number of employees, excluding temporary employees, on the payroll as of January 1st each year.

2. Special Services

- a. Billing and payroll deduction services for such things as personal telephone calls, repayment of bank loans, purchase of U.S. Savings Bonds, contributions to United Fund of Long Island, Inc., and deposits to employees' savings accounts may be provided for employees.
- b. The Laboratory publishes a weekly bulletin and other periodicals.

3. Wellness Program

The Laboratory conducts a Health Promotion program whose primary objective is to reduce preventable illnesses. Examples of the program are:

- a. Weight Reduction Program - Weight Watchers
- b. Smoking Cessation Program - American Lung Association
- c. Stress Reduction Program
- d. Exercise Program
- e. Nutrition Seminar

While the cost of the program is borne by the Laboratory, participants may be charged a registration fee to indicate a commitment on their part and to partially offset the total cost of the program. The Contracting Officer should be informed of significant changes to this program.

4. Employee Assistance/Substance Abuse Programs

Costs of an Employee Assistance Program and associated costs of services such as counseling referral for treatment and rehabilitation, educational services concerning illegal drug

use, or other medical, emotional or personal problems of employees are allowable. These services should be offered primarily for those problems which adversely affect worksite behavior and job performance. Services which go beyond those listed above should be coordinated with services available in benefit programs and with services available through appropriate community resources.

The Laboratory will provide the DOE with a report on the effectiveness of this program as required by the Contracting Officer.

Brookhaven National Laboratory

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Appendix A - Education and Training

A. General

The Laboratory shall provide training required to meet all Department of Energy, Federal, State and local regulations and compliance requirements. The Laboratory shall also provide training to ensure the qualification and competence of employees to meet mission and facilities management requirements and to develop technical and professional excellence. Laboratory training programs shall be implemented in accordance with the BNL Training Policy, which provides a systematic and orderly process consistent with Department of Energy guidance and industry practices. The Laboratory will provide the Contracting Officer information regarding the various Training Programs and the associated costs as requested.

B. Training and Development

The Laboratory may pay personnel costs and related expenses of providing training and development programs. This includes expenses for apprenticeship training, both internal and external training, designed to improve efficiency and productivity of contractor operations, to develop skills needed to do contract work, to provide career development opportunities for employees within the Laboratory organization, and to develop scientific and technical personnel in fields required for contract work.

C. Educational Assistance

Employees who successfully complete a formal college or vocational course approved by the Laboratory may be reimbursed for tuition, required textbooks and fees. Course approval shall be granted in accordance with the Laboratory's Tuition Refund Policy, which stipulates employee eligibility; that the course must be pertinent to the work that the employee is doing or may reasonably be expected to do at the Laboratory, or be required for a degree in a field of study pertinent to the work of the Laboratory; and that attendance at such courses shall not interfere with the employee's work attendance.

D. Special Formal Training Programs

The Laboratory may provide full-time specialized classroom instruction at off-site institutions in conjunction with its Craft Apprenticeship program and other approved special training programs. Participation will be limited to selected full-time employees and normally will be limited to no more than one calendar year. Eligible employees must state their intention to remain employed by the Laboratory for at least two years after completion of the training program. The trainee will be maintained as an employee for the duration of the training program and will receive his/her regular base wage or salary and all benefits for which he/she may be eligible.

E. Instructor Fees

The Laboratory may pay appropriate fees to employees who conduct classes for Laboratory-sponsored training programs after normal business hours. Such fees shall not exceed \$40 per class hour of instruction. Employees whose primary responsibility involves training shall not receive this payment unless it can be demonstrated that the instruction provided is clearly outside the scope of their job duties.

F. Outreach Programs

The Laboratory may sponsor outreach programs which are designed to encourage participation in science and mathematics by youth, minorities and women. The Laboratory shall include a summary of these programs in its annual Affirmative Action Plan.

Brookhaven National Laboratory

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Appendix A - Awards

1. Patent Incentive Award

Awards in the amount of \$250 will be made to any Laboratory employee, assigned employee, loaned employee, consultant, or other affiliate or guest of the Laboratory who is an inventor or co-inventor of a subject invention as said term is defined in the Patent Rights Article when a patent application is filed in the U. S. Patent and Trademark Office covering such invention; provided that the person has executed all documents necessary for filing such patent application in conformance with existing regulations, procedures and contracts of the Laboratory and the Department. An additional award may, with DOE approval, be awarded to each such inventor or co-inventor when a patent is granted on said patent application by the U.S. Patent and Trademark Office.

2. Other Awards

The contractor may expend an amount not to exceed 0.15% (0.0015) per year of the Laboratory's operating budget, inclusive of Work For Others, for awards without Contracting Officer approval. The types of awards may include, for example, Length of Service/Retirement Recognition; Safety Awards; Suggestion Program and Special Performance recognition.

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Appendix A - Employee Litigation Expenses

Costs associated with the defense of claims and suits against employees, including reasonable counsel fees, judgments, court costs, and settlements, to the extent that the liability of the employee and the costs attendant thereto are not otherwise covered by insurance maintained or required to be maintained by the Contractor are allowable. The errors, omissions, or actions of the employee giving rise to such claim or suit against such employee must be within the scope of his/her employment, and cannot have been caused by or arise out of his/her lack of good faith or willful misconduct. For the purposes of this paragraph "employees" shall be deemed to include members of the Board of Governors of the BNL Clinical Research Center, members of the BNL Human Studies Review Committee and volunteer professionals involved in the Marshall Islands Program. Service on such Board, Committee or Program shall be deemed to constitute "employment."

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Appendix A - Distinguished Lectureship Program

The Laboratory maintains a Distinguished Lectureship Program under which distinguished scientists are invited to the Laboratory to deliver at least one lecture a week on scientific subjects related to the research program, and to be available to members of the scientific staff for discussion of such subjects.

The Distinguished Lectureship Program restricts the number of appointments to a maximum of 10 in each fiscal year. Appointments are to be made by the Director of the Laboratory only.

The Laboratory may pay each lecturer a stipend of up to \$2,500 a week, not to exceed three weeks. In addition, the lecturer may be paid actual travel expenses and be given, without charge, the use of an on-site apartment.

The Laboratory shall notify the Department of Energy of each appointment to be made under the Distinguished Lectureship Program and the amount of the proposed honorarium.

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Appendix A - Adjunct and Editorship Appointments

Employees of the Laboratory may be permitted to accept adjunct appointments to academic institutions and editorships of scientific, technical or other professional publications, under the following conditions:

1. An employee may not hold more than one outside appointment that provides for compensation.
2. If the appointment is simply to give formal recognition to an honorary position which requires only incidental and occasional time to be devoted by the employee either at the Laboratory or at another location, the employee may accept the appointment and receive expenses, but not compensation, while continuing to receive from the Laboratory full-time salary and benefits.
3. If the appointment requires the employee to spend not more than 10 percent of the normal working hours of the Laboratory on an appointment, both compensation and expenses may be accepted for performing such duties. The employee may use vacation time and, in addition, take leave without pay for such purposes. Under these circumstances, the employee loses no normal Laboratory benefits. Should a conflict of duties arise, the employee's primary commitment is to the Laboratory.
4. If the appointment requires the employee to spend more than 10 percent of the normal working hours of the Laboratory on the appointment, salary will be proportionately reduced for the time spent performing such duties, and the employee will be considered to be on part-time leave of absence (refer to 3-G-1). The employee may accept both compensation and expenses from the other employer. The Laboratory, however, must concur in such arrangements including the term of the appointment. Under no circumstances may the working time devoted by the employee to such projects exceed 50 percent.

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Appendix A - Community Activities

The Contractor and its employees may participate in various community activities, the primary purpose of which is to foster community relations and its responsibilities as a major employer in the area. This activity includes a reasonable number of employees participating in such activities and associated reasonable and necessary expenses but excludes contributions and donations. Participation is allowable to the extent it does not adversely affect contract performance. Examples of such activities are United Way drives, blood bank drives, charity drives, savings bond drives, disaster assistance, community outreach programs, and participation in such activities as: Interface, the Long Island Association, and the Brookhaven Economic Development Commission.

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Appendix A - Meal Allowance

Exempt employees who are required to work three or more hours beyond their normal scheduled workday will be eligible for a meal allowance of ten dollars (\$10). This must be approved by a Department Chairman/Division Head.

Brookhaven National Laboratory

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Appendix A - Recruitment

Reimbursable expenses incurred in the recruitment of personnel shall include necessary and reasonable costs based on previous expense history, internal controls and the fluctuation of the level of recruitment. Expenses of recruitment may include:

1. Transportation, lodging, meals, incidental and other expenses for interviewees and, when approved by the Laboratory, on a case-by-case basis, for spouses, during their stay for the interview and in traveling to and from their home to the Laboratory location where they are interviewed, subject to the limitations under the Travel section of the Appendix.
2. Costs associated with pre-employment screening, including the costs in interviewee travel to and from their home to the Laboratory location for the purposes of medical evaluation and/or drug testing, when required, for the position being considered. Costs associated with pre-employment clearance screening for positions requiring clearance.
3. Recruitment advertising, recruitment-related employment office expenses, travel of employees on recruiting assignments, preparation of booklets, recruitment brochures and other recruitment materials not in excess of standard commercial rates.
4. Expenses related to house-hunting trips for the newly selected employees and their families, including round-trip travel and per diem. Three days may be considered reasonable and allowable. Additional time to be approved by the Manager, Personnel and Labor Relations. Travel and subsistence costs shall be reimbursed for the new hire and spouse in accordance with the Travel section of the Appendix.

SALARY SCHEDULE

SCHEDULE I - MANAGEMENT SCHEDULE

MANAGEMENT

Annual Salary

Effective October 1, 1996

| Grade | Minimum | Maximum |
|--------------|-------------------|-------------------|
| M-5 | \$ 114,050 | \$ 171,100 |
| M-4 | 95,750 | 144,300 |
| M-3 | 82,950 | 125,200 |
| M-2 | 73,250 | 109,150 |
| M-1 | 65,050 | 98,000 |

SALARY SCHEDULE

SCHEDULE I-A - SCIENTIFIC SCHEDULE

SCIENTIFIC SALARY RANGES

Annual Salary

Effective October 1, 1996

| | Minimum | Maximum |
|----------------------------|-----------------|------------------|
| Senior Scientist | \$73,000 | \$130,000 |
| Scientist | 59,000 | 108,000 |
| Associate Scientist | 54,000 | 88,000 |
| Associate Scientist | 49,000 | 79,000 |

SALARY SCHEDULE

**SCHEDULE I-B - ENGINEERS, SCIENTIFIC ASSOCIATES,
AND COMPUTER ANALYSTS**

PROFESSIONAL

Annual Salary

Effective October 1, 1996

| Grade | Minimum | Midpoint | Maximum |
|--------------|-----------------|-----------------|-----------------|
| P-10 | \$66,500 | \$82,250 | \$99,800 |
| P-9 | 59,700 | 74,400 | 89,150 |
| P-8 | 54,100 | 66,500 | 79,200 |
| P-7 | 50,950 | 61,100 | 71,250 |
| P-6 | 46,100 | 55,400 | 64,700 |
| P-5 | 41,900 | 50,300 | 58,600 |
| P-4 | 38,200 | 45,800 | 53,300 |
| P-3 | 34,700 | 41,650 | 48,650 |
| P-2 | 31,550 | 37,900 | 44,150 |
| P-1 | 28,800 | 34,500 | 40,250 |

SALARY SCHEDULE

SCHEDULE I-C - ADMINISTRATIVE SALARY SCHEDULE

ADMINISTRATIVE

Annual Salary

Effective October 1, 1996

| Grade | Minimum | Midpoint | Maximum |
|-------|----------|----------|----------|
| A-9 | \$55,850 | \$68,750 | \$81,650 |
| A-8 | 51,400 | 62,550 | 73,700 |
| A-7 | 47,400 | 57,250 | 67,300 |
| A-6 | 43,100 | 51,700 | 60,500 |
| A-5 | 39,750 | 47,100 | 54,500 |
| A-4 | 36,300 | 42,800 | 49,450 |
| A-3 | 33,750 | 39,550 | 45,450 |
| A-2 | 31,450 | 36,050 | 40,950 |
| A-1 | 29,650 | 33,750 | 38,100 |

CLERICAL WAGE

SCHEDULE II-B - CLERICAL WAGE SCHEDULE

Annual Salary

Effective October 1, 1996

| Pay Grade | Start | 3 Mos | 6 Mos | 12 Mos | 18 Mos | 24 Mos | Max Rate |
|-----------|-------|-------|-------|--------|--------|--------|----------|
| CW-3 | \$510 | \$528 | \$547 | \$567 | \$588 | \$611 | \$707 |
| CW-2 | 444 | 460 | 477 | 495 | 514 | 533 | 598 |
| CW-1 | 371 | 384 | 399 | 414 | 430 | 449 | 487 |

SALARY SCHEDULE

SCHEDULE I-D - TECHNICAL SUPPORT/SUPERVISORY SALARY SCHEDULE

TECHNICAL

Annual Salary

Effective October 1, 1996

| Grade | Minimum | Midpoint | Maximum |
|-------|----------|----------|----------|
| T-7 | \$54,800 | \$65,850 | \$76,900 |
| T-6 | 50,150 | 59,850 | 69,400 |
| T-5 | 47,100 | 55,500 | 63,950 |
| T-4 | 44,150 | 52,000 | 59,950 |
| T-3 | 40,950 | 48,250 | 55,800 |
| T-2 | 38,650 | 45,300 | 51,950 |
| T-1 | 35,850 | 41,950 | 48,300 |

TECHNICAL WAGE

SCHEDULE II-A - TECHNICAL WAGE SCHEDULE

Annual Salary

Effective October 1, 1996

| Pay Grade | Start | 3 Mos | 6 Mos | 12 Mos | 18 Mos | 24 Mos | Max Rate |
|-----------|-------|-------|-------|--------|--------|--------|----------|
| TW-4 | \$639 | \$668 | \$697 | \$726 | \$754 | \$785 | \$873 |
| TW-3 | 510 | 528 | 547 | 567 | 588 | 611 | 707 |
| TW-2 | 444 | 460 | 477 | 495 | 514 | 533 | 598 |
| TW-1 | 371 | 384 | 399 | 414 | 430 | 449 | 487 |